

County Request No.

354

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/23/2025 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - FY26 Contract for Services between the City of Del City and the BOCC of Oklahoma County

RECEIVED

MAY 27 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Brandi Mertens, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Review

Date of Reply: 5/27/25

[Signature]
Assistant District Attorney

CONTRACT FOR SERVICES
BETWEEN THE CITY OF DEL CITY and SHINE FY 2026

This contract, made by and between the City of Del City, Oklahoma, (hereinafter referred to as "City") and Board of County Commissioners (hereinafter referred to as "BOCC") This constitutes the entire contract between the City and BOCC. This document supersedes all previous documents and agreements describing the relationship between the parties and the services provided.

RECITALS

WHEREAS, the City of Del City, in order to promote the general welfare and quality of life for residents of the City, to enhance our neighborhoods, desire to beautify and make orderly the common property of the City through coordination with Oklahoma County (hereinafter referred to as "County") Start Helping Impacted Neighborhoods Everywhere (hereinafter referred to as "SHINE") program and others;

WHEREAS, the Council of City of Del City has determined it is in the best interest of the citizens of the City for SHINE to provide the hereinafter described services;

NOW THEREFORE, the parties agree as follows:

ARTICLE I
Term of Contract

This contract will be in effect from July 1, 2025 through June 30, 2026.

ARTICLE II
Duties of the County SHINE Program

- A. The County SHINE Program agrees to provide the following services within the City to beautify public grounds, including, but not limited to, City parks, roadways, causeways, walkways, sidewalks, grounds surrounding City buildings, and perform other related services and duties as necessary or reasonable.
 - I. Community Beautification and Neighborhood Enhancement:
The County SHINE Program shall perform beautification services including, but not limited to, loose litter removal, graffiti removal, brush removal, and other activities in order to improve the quality of life and respectful presentation of City grounds and to enhance the neighborhoods in the City. The workers should always check for litter on I-40 in the grassy medium between I-40 and the service roads, from

Scott Street to Sooner Road, and other properties identified in Exhibit A, when they come to the City; and

2. Other areas to be cleaned and duties as assigned.
- B. BOCC agrees to put forth its best efforts to serve the City and to adhere to good business and professional practices in the performance of this agreement utilizing the County SHINE Program.
 - C. BOCC agrees to provide these services as an independent contractor. The City plays no role in setting policy or procedures or overseeing the activities of SHINE.
 - D. SHINE workers shall be work the assigned areas, as described in Exhibit A, and other areas upon request. SHINE workers will work in the City at least one day a week, preferably Saturday. At month end, a summary will be submitted to the City Manager, or his designee, stating the date, number of workers were present and supervisor's name, within ten (10) days after months end.

ARTICLE III Reimbursement

- A. The City of Del City agrees to pay BOCC the sum of thirty-six thousand dollars, (\$36,000.00), for the aforementioned services utilizing the County SHINE Program.
- B. The County SHINE program will service Del City on a regular basis and report monthly to the City Manager, or his designee, the areas serviced and amount of time spent.

ARTICLE IV Modification

All amendments to this agreement will be in writing and mutually agreeable to both the County and the City.

ARTICLE V Cancellation

In the event that the appropriated funds are not available, or the County fails to provide the contracted services, either party may cancel or terminate the agreement upon thirty (30) days advance written notice to the other.

COUNTY

APPROVED by the Board of County Commissioners, Oklahoma County this _____ day of _____, 2025.

Board of County Commissioners

Oklahoma County, Oklahoma

Jason Lowe, Commissioner, District 1

Brian Maughan, Commissioner, District 2

Myles Davidson, Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this _____ day of _____, 2025.


Assistant District Attorney

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____, 2025.

ATTEST:

City Clerk

By

Mayor

APPROVED as to form and legality this _____ day of _____, 2025.

City Attorney

Exhibit A

CITY OF DEL CITY

Parks, Lake, Memorials, Walking Trails, Community Center,
Aquatic Center, Fitness Court, Dog Park

Title of Facility	Location	Boundaries
- AWACS Park • Tornado Memorial	Del Aire & S. Sooner Rd.	approx. 3000 block of S. Sooner Rd., west side of the road to 4300 S. Sooner Rd.
Cheyenne Park	south on S. Vickie Dr. at the corner of SE 42nd Street and S. Vickie Dr.	south on S. Vickie Dr. at the corner of SE 42nd Street and S. Vickie Dr.
Eagle Lake/ Trail	3800 to 3700 blk East Reno Ave, and Eagle Lake Trail	park area surrounding the lake; north to the trail adjacent to the Oklahoma River; west of the land/dirt works property; north of the railroad tracks; and east of the pedestrian bridge; south of the railroad tracks
Glenn W. Edwards Park	southeast corner of S. Sunnylvane Rd. and Del Rd.	
High Spirits Park	Cheek Pl., south onto S. Mansfield Street (Entrance) to SE 27th Street	Entrance has a round-about, SE 27th Street has parking.
- Patriot Park - 'Women's Veteran Memorial - National Fitness Campaign Outdoor Fitness Court - Eagle Harbor Aquatic Center - Community Center	4505 SE 15th Street	north of SE 15th Street; east of Crutcho Creek; south of I-40; west of housing addition ** NOTE in the NE Corner may be a trail under I-40 extending north to Ray Trent Park
- Ray Trent Park - Dog Park	- entrance Tinker Diagonal and S. Sunnylvane Rd. north of I-40 - entrance 4500 E. Reno Ave.	south boundary is park area north of I-40 off of Tinker Diagonal between S. Sunnylvane Rd. and Vickie Dr. north boundary is park area south of E. Reno Ave. between S. Sunnylvane Rd. and Vickie Dr. ** NOTE in the SE Corner may be a trail under I-40 extending south to Patriot Park

<ul style="list-style-type: none"> - Rotary Park - Community Garden - (previously Lions or Lions Club Park) 	comer Del Rd, and Glenn Ave, west of Epperly Heights Elementary School	corner Del Road and Glenn Ave., west of Epperly Heights Elementary School, north to SE 21 st Pl.
Sequoyah Park	3901 Leonhardt Dr.	3901 Leonhardt Dr., west side of Leonhardt Dr., between Overland Dr. and Chetwood Dr.
Townsend Park	517 S, Townsend Dr.	NE corner of S. Townsend Dr. and Thomas Dr.